

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

CARMEL NOEL

Debtor

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
FOR LEHMAN XS TRUST MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-11**

Movant

v.

CARMEL NOEL

Respondent

**: BK. No. 17-14785 MDC
:
:
: Chapter No. 13
:
:
:
:
:
:
:
:**

**OBJECTION OF U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN
XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11 TO
CONFIRMATION OF THE DEBTOR CHAPTER 13 PLAN**

Movant, **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11** (hereinafter referred to as "Movant"), by its attorneys Phelan Hallinan Diamond & Jones, LLP hereby objects to confirmation of the Debtor's Chapter 13 Plan as follows:

1. Movant is **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11**.
2. Debtor, CARMEL NOEL, is the owner of the property located at 2759 Tolbut Street, Philadelphia, PA 19152.
3. On November 10, 2017, Movant filed Proof of Claim listing pre-petition arrears in the amount of \$36,402.87. A copy of the Proof of Claim is attached hereto as Exhibit "A" and made a part hereof.
4. Debtor's Plan fails to cure the delinquency pursuant to 11 U.S.C. §1322(b)(5).
5. Debtor's Plan currently provides for payment to Movant in the amount of \$31,535.00. A copy of the Debtor's Plan is attached hereto as Exhibit "B" and made a part hereof.
6. Movant objects to Debtor's Plan as it is underfunded. Debtor's Plan should be amended to fully fund the arrears owed to Movant. Confirmation of Debtor's proposed Plan should be denied.

WHEREFORE, **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11** respectfully requests that this Honorable Court deny confirmation of the Debtor's Chapter 13 Plan.

Respectfully Submitted,

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Phone Number: 215-563-7000 Ext 31625
Fax Number: 215-568-7616
Email: jerome.blank@phelanhallinan.com

Dated: November 14, 2017

EXHIBIT "B"

United States Bankruptcy Court
Eastern District of Pennsylvania

In re Carmel Noel

Debtor(s)

Case No.
Chapter

13

CHAPTER 13 PLAN

1. Payments to the Trustee: The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of **\$675.00** per month for **60** months.

Total of plan payments: **\$40,500.00**
2. Plan Length: This plan is estimated to be for **60** months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
 - a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the earlier of (a) the payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328.
 - b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
 - c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:
 - a. Administrative Expenses
 - (1) Trustee's Fee: **10.00%**
 - (2) Attorney's Fee (unpaid portion): **\$1,490.00**
 - (3) Filing Fee (unpaid portion): **NONE**
 - b. Priority Claims under 11 U.S.C. § 507
 - (1) Domestic Support Obligations
 - (a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
 - (b) The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

-NONE-
 - (c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

Creditor (Name and Address)	Estimated arrearage claim	Projected monthly arrearage payment
-NONE-		
 - (d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

Claimant and proposed treatment: **-NONE-**
 - (2) Other Priority Claims.

Name	Amount of Claim	Interest Rate (If specified)
------	-----------------	------------------------------

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

c. Secured Claims

(1) Pre-Confirmation Adequate Protection Payments. Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the adequate protection payments remitted.

Name	Description of Collateral	Pre-Confirmation Monthly Payment
-NONE-		

(2) Secured Debts Which Will Not Extend Beyond the Length of the Plan

(a) Secured Claims Subject to Valuation Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

(b) Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

(3) Secured Debts Which Will Extend Beyond the Length of the Plan

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

d. Unsecured Claims

(1) Special Nonpriority Unsecured: Debts which are co-signed or are non-dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

(2) General Nonpriority Unsecured: Other unsecured debts shall be paid **100%**, with no interest if the creditor has no Co-obligors, provided that where the amount or balance of any unsecured claim is less than \$10.00 it may be paid in full.

5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor	Amount of Default to be Cured	Interest Rate (If specified)
Ocwen Loan Servicing, Llc	31,535.00	0.00%

6. The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
Ocwen Loan Servicing, Llc	135,437.00	1,584.00	0.00%

7. The employer on whom the Court will be requested to order payment withheld from earnings is:
NONE. Payments to be made directly by debtor without wage deduction.

8. The following executory contracts of the debtor are rejected:

Other Party
-NONE-

Description of Contract or Lease

9. Property to Be Surrendered to Secured Creditor

Name	Amount of Claim	Description of Property
America Servicing Comany	23,968.00	666 Tulpehocken Street Reading, PA 19601 Berks County Market Value \$23,968.00 Minus 10% Cost of Sale =\$21,571.20
Wells Fargo Financial	35,000.00	Debtor surrenders the collateral back to the creditor. 340 N. 13th Street Reading, PA 19601 Berks County Market Value = \$44,521.00 Minus 10% Cost of Sale =\$40,689.00 Debtor surrenders the collateral back to the creditor.

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name	Amount of Claim	Description of Property
-NONE-		

11. Title to the Debtor's property shall revert in debtor **on confirmation of a plan.**

12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

Date July 6, 2017 Signature /s/ Carmel Noel
Carmel Noel
Debtor